

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto; a Slope and Drainage Easement described and depicted in Exhibit C and the exhibits thereto; and a Temporary Construction Easement as described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C and D and the exhibits thereto. The terms of the Temporary Construction Easement shall

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$1,034.00 for fee title; \$647.00 for Slope and Drainage Easement; and \$512.60.00 for the Temporary Construction Easement, for a total of \$2,193.60, rounded to a **not-to-exceed amount** of \$2,194.00 (Two-Thousand One-hundred Ninety-Four Dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10696 which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed, Grant of Slope Easement Deed and Temporary Construction Easement from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than September 30, 2010, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deeds and Temporary Construction Easement;
and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deeds and Temporary Construction Easement, convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust.

Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.205-10696 dated February 18, 2010, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to item 4 and 5 listed in said preliminary title report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Deeds being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

in this Agreement shall survive delivery of the deed.

8. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

9. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency or utility, including AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

10. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

the Property, including, but not limited to, soil and groundwater contamination.

11. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to North Shingle Road and Green Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds and Temporary Construction Easement for the Acquisition Properties prior to the Close of Escrow, for delivery to the County

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

at Close of Escrow.

B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deeds and Temporary Construction Easement.

C. Escrow Holder shall:

- (i) Record the Grant Deeds and Temporary Construction Easement for the Acquisition Properties described and depicted in Exhibit B, C and D and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

15. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

16. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

17. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Paul V. Richardson and Patricia E. Richardson, Co-Trustees
of the Richardson Living Trust Dated March 5, 2006
2311 Dunnings Road
Shingle Springs, CA 95682**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Program Manager
2850 Fairlane Court
Placerville, CA 95667**

18. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

19. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

20. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

21. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

22. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

23. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month.

24. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the existing and new right of way limits.
- B. County or County's contractor or authorized agent will implement best

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

management practices for star thistle control when working on or near Seller's property so as to avoid the spread of star thistle on Seller's remaining property.

- C. Upon completion of the project, to the extent reasonable, County or County's contractor or authorized agent will return easement areas to their original, natural condition as they were prior to the commencement of the project.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 069-340-01) where necessary, to perform the work as described in Section 24 of this Agreement.

26. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

Seller: Richardson
APN: 069-340-01
Project#: 77109
Escrow#: 205-10696

SELLER:

**Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust
Dated March 5, 2006**

Date: 3/25/10

By: Paul V. Richardson
Paul V. Richardson, Trustee

By: Patricia E. Richardson
Patricia F. Richardson, Trustee

COUNTY OF EL DORADO:

Date: _____

By: _____
Norma Santiago, Chair
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN ON THAT CERTAIN MAP "CAVALRY MEADOWS SUBDIVISION" RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 25, 1991 IN MAP BOOK "H" AT PAGE 56.

ASSESSORS PARCEL NO.: 069-340-01-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 069-340-01

Above section for Recorder's use

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

EXHIBIT "B"

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2009.

GRANTOR: Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006

By: _____
Paul V. Richardson

By: _____
Patricia E. Richardson

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of the southeast quarter of Section 13, T.10 N., R.9 E., M.D.M., being a portion of Lot 1, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Beginning at the most easterly corner of said lot, a point on the existing westerly right-of-way line of North Shingle Road; thence along said right-of-way line the following 2 courses: 1) North 15°00'36" West (cite North 14°16'00" West) 53.14 feet; 2) North 48°57'37" West (cite North 48°03'06" West) 11.71 feet to the new westerly right-of-way line of said road; thence along said new right-of-way line South 16°05'28" East 65.80 feet to the southeasterly boundary of said lot; thence leaving said new right-of-way line along said boundary North 45°54'16" East (cite North 46°38'52" East) 6.06 feet to the point of beginning, containing 0.008 acres, more or less.

END OF DESCRIPTION.

See attached Exhibit 'B', attached hereto and made a part hereof.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



5-19-08

EXHIBIT 'B'

Drawing Name: C:\Civil 3D Projects\77109 Tennessee Creek\CADD Files\RW\069-340-01-RW.dwg, Layout Tab: Model, Last Saved: Mon, 19 May 2008 - 11:13am, DHaynes

GREEN VALLEY RD.

EXISTING R/W LINE

N48°57'37"W
11.71'

EXISTING PUBLIC UTILITY
EASEMENT

N15°00'36"W
53.14'

S16°05'28"E
65.80'

N45°54'16"E
6.06'

P.O.B.

EXISTING SLOPE EASEMENT

NORTH SHINGLE ROAD

RICHARDSON, PAUL & PATRICIA
LOT 1
SUBD. H-56
APN 069:340:01

NEW R/W LINE



SCALE : 1" = 40'

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 069-340-01

Above section for Recorder's use

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

EXHIBIT "C"

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2009.

GRANTOR: Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006

By: _____
PAUL V. RICHARDSON

By: _____
PATRICIA E. RICHARDSON

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
SLOPE EASEMENT

All that portion of the southeast quarter of Section 13 and the northwest quarter of Section 24, T.10 N., R.9 E., M.D.M., being a portion of Lot 1, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Commencing at the most easterly corner of said lot; thence along the southeasterly boundary South 45°54'16" West (cite South 46°38'52" West) 22.83 feet to the northwesterly line of an existing 20.00 foot wide slope easement; thence leaving said boundary along said existing slope easement line North 15°00'36" West 10.09 feet to the true point of beginning; **thence from said point of beginning** along the new westerly slope easement line the following 2 courses: 1) North 24°17'37" West 49.68 feet; 2) North 14°47'43" West 10.78 feet to the aforementioned existing slope easement line; thence along said line the following 2 courses: 1) South 48°57'37" East 14.28 feet; 2) South 15°00'36" East 47.96 feet to the point of beginning, containing 0.005 acres, more or less.

END OF DESCRIPTION.

See attached Exhibit 'B', attached hereto and made a part hereof.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



EXHIBIT 'B'

Drawing Name: C:\Civil 3D Projects\77109 Tennessee Creek\CADD Files\RW\069-340-01--SE.dwg, Layout Tab: Model, Last Saved: Mon, 20 Oct 2008 - 3:59pm, DHaynes

GREEN VALLEY RD.

EXISTING R/W LINE

EXISTING PUBLIC UTILITY EASEMENT

S48°57'37"E
14.28'

N14°47'43"W
10.78'

NEW SLOPE EASEMENT LINE

S15°00'36"E
47.96'

N24°17'37"W
49.68'

S45°54'16"W
22.83'

POINT OF BEGINNING

N15°00'36"W
10.09'

EXISTING SLOPE EASEMENT LINE

NORTH SHINGLE ROAD

RICHARDSON, PAUL & PATRICIA
LOT 1
SUBD. H-56
APN 069:340:01

PROPOSED R/W LINE



SCALE : 1" = 40'

10-0311.C.20

EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 069-340-01

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Green Valley Road at Tennessee Creek Bridge
Reconstruction
Project #77109

TEMPORARY CONSTRUCTION EASEMENT

Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. In consideration of \$513.00 (Five-Hundred Thirteen-Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Green Valley Road at Tennessee Creek Bridge Reconstruction Project (Project). Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "D"

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$21.38 (Twenty-one Dollars and 38/100, exactly) will be paid to Grantor, until construction is completed.

5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

GRANTOR: Paul V. Richardson and Patricia E. Richardson, Co-Trustees of the Richardson Living Trust Dated March 5, 2006

Executed on this date: _____, 2009

By: _____
PAUL V. RICHARDSON

By: _____
PATRICIA E. RICHARDSON

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the southeast quarter of Section 13 and the northwest quarter of Section 24, T.10 N., R.9 E., M.D.M., being a portion of Lot 1, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Commencing at the most easterly corner of said lot; thence along the southeasterly boundary South 45°54'16" West (cite South 46°38'52" West) 22.83 feet to the northwesterly line of an existing 20.00 foot wide slope easement and the true point of beginning; **thence from said point of beginning** along said slope easement line North 15°00'36" West 10.09 feet; thence leaving said easement line the following 2 courses: 1) North 24°17'37" West 49.68 feet; 2) North 14°47'43" West 10.78 feet to the aforementioned existing slope easement line; thence along said line North 48°57'37" West 28.22 feet; thence leaving said easement line South 24°17'37" East 99.03 feet to the aforementioned southeasterly boundary; thence along said boundary North 45°54'16" East 8.93 feet to the point of beginning, containing 0.020 acres, more or less.

END OF DESCRIPTION.

See attached Exhibit 'B', attached hereto and made a part hereof.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



11-05-08

EXHIBIT 'B'

Drawing Name: C:\Civil 3D Projects\77109 Tennessee Creek\CADD Files\RW\069-340-01-TCE.dwg, Layout Tab: Model, Last Saved: Thu, 30 Oct 2008 - 12:13pm, DHaynes

GREEN VALLEY RD.

EXISTING R/W LINE

N48°57'37"W
28.22'

EXISTING PUBLIC UTILITY
EASEMENT

N14°47'43"W
10.78'

PROPOSED SLOPE EASEMENT LINE

N24°17'37"W
49.68'

S24°17'37"E 99.03'

N15°00'36"W 10.09'

S45°54'16"W
22.83'

EXISTING SLOPE EASEMENT LINE

POINT OF BEGINNING

N45°54'16"E
8.93'

NORTH SHINGLE ROAD

PROPOSED R/W LINE

RICHARDSON, PAUL & PATRICIA
LOT 1
SUBD. H-56
APN 069:340:01



SCALE : 1" = 40'